

RESIDENTIAL PROPERTY TRIBUNAL SERVICE
SOUTHERN RENT ASSESSMENT PANEL
LEASEHOLD VALUATION TRIBUNAL

Case No. CHI/00HN/OC9/2010/0002

REASONS

Application : Section 33 Leasehold Reform, Housing and Urban Development Act 1993 (“the 1993 Act”)

Applicant/Landlord : David Lawrence John Wells

Respondent/Leaseholders : Ashford Property Developments Limited (Flat 2), and Timothy Reuben Brinton and Ilda Manuela de Freitas Barbosa Brinton (Flat 3)

Building : 6 Queensland Road, Bournemouth, Dorset, BH5 2AB

Date of Application : 2 March 2010

Date of Hearing : considered by the Tribunal on 11 June 2010 without a hearing pursuant to Regulation 13 of the Leasehold Valuation Tribunals (Procedure) (England) Regulations 2003 as amended, and in accordance with directions given by the Tribunal on the 11 March 2010

Members of the Leasehold Valuation Tribunal : Mr P R Boardman JP MA LLB (Chairman), and Mr P D Turner-Powell FRICS

Date of Tribunal’s Reasons : 11 June 2010

Introduction

1. This is an application by the Applicant/Landlord under section 33 of the 1993 Act to determine the liability of the Respondent/Leaseholders for the costs of the Applicant/Landlord in relation to a proposed enfranchisement under the 1993 Act

The enfranchisement

2. The Respondent/Leaseholders served an initial notice under section 13 of the 1993 Act on 5 November 2007
3. The Applicant/Landlord served a counter-notice under section 21 of the 1993 Act on 3 January

2008 with a draft transfer attached, without prejudice to the Applicant/Landlord's contention that the initial notice was invalid because it had not been signed correctly

4. The Respondent/Leaseholders served a further initial notice under section 13 of the 1993 Act on 4 February 2008
5. The Applicant/Landlord served a further counter-notice under section 21 of the 1993 Act on 1 April 2008 with a draft transfer again attached
6. By letter dated 2 March 2010 Preston Redman on behalf of the Applicant/Landlord stated that :
 - a. there had been an application to the Tribunal concerning the Building under reference CHI/00HN/OCE/2008/0054
 - b. the application had been withdrawn by the Respondent/Leaseholders by way of a notice of withdrawal dated 24 February 2009
7. By letter dated 4 March 2010 Coles Miller stated that they were no longer instructed by the Respondent/Leaseholders

Inspection

8. The Tribunal did not carry out an inspection in the circumstances

Preliminary and procedural matters

9. The Tribunal gave directions on 11 March 2010 that :
 - a. by 7 April 2010 the Applicant/Landlord should send to the Respondent/Leaseholders and to the Tribunal details of the Applicant/Landlord's claim for costs
 - b. by 5 May 2010 the Respondent/Leaseholders should send to the Applicant/Landlord and to the Tribunal the Respondent/Leaseholders' points of dispute
10. The Applicant/Landlord's solicitors have submitted :
 - a. a fee note dated 27 February 2009 for £1,775.50 [sic] plus £266.33 VAT at 15% plus £12.00 disbursements for office copy entries
 - b. a schedule showing a breakdown of the figure of £1,775.00 [sic] plus VAT
 - c. the first page of a letter dated 2 March 2010 from Geoffrey Bevans Professional giving a breakdown of Geoffrey Bevans Professional's fees of £750 plus VAT for valuation advice to the Applicant/Landlord in relation to the Building, namely 4 hours 10 minutes at £180 an hour for inspecting two properties, inspecting the locality, seeking comparables, reading each of the 3 leases, and endeavouring to obtain details of Flat 1, which was not available for inspection
11. By letter dated 18 May 2010 Preston Redman on behalf of the Applicant/Landlord submitted that :

- a. no points of dispute had been received from the Respondent/Leaseholders
- b. the Tribunal should therefore determine the Applicant/Landlord's costs in accordance with the schedule of costs already submitted

The Legal background

12. The material parts of section 33 of the 1993 Act are as follows :

- (1) *Where a notice is given under section 13, then.....the nominee purchaser shall be liable, to the extent that they have been incurred in pursuance of the notice by the reversioner or by any other relevant landlord, for the reasonable costs of and incidental to any of the following matters, namely—*
 - (a) *any investigation reasonably undertaken—*
 - (i) *of the question whether any interest in the specified premises or other property is liable to acquisition in pursuance of the initial notice, or*
 - (ii) *of any other question arising out of that notice;*
 - (b) *deducing, evidencing and verifying the title to any such interest;*
 - (c) *making out and furnishing such abstracts and copies as the nominee purchaser may require;*
 - (d) *any valuation of any interest in the specified premises or other property;*
 - (e) *any conveyance of any such interest;*

but this subsection shall not apply to any costs if on a sale made voluntarily a stipulation that they were to be borne by the purchaser would be void.
- (2) *For the purposes of subsection (1) any costs incurred by the reversioner or any other relevant landlord in respect of professional services rendered by any person shall only be regarded as reasonable if and to the extent that costs in respect of such services might reasonably be expected to have been incurred by him if the circumstances had been such that he was personally liable for all such costs.*
- (3) *Where by virtue of any provision of this Chapter the initial notice ceases to have effect at any time, then (subject to subsection (4)) the nominee purchaser's liability under this section for costs incurred by any person shall be a liability for costs incurred by him down to that time.*
- (4) *The nominee purchaser shall not be liable for any costs under this section if the initial notice ceases to have effect by virtue of section 23(4) or 30(4).*
- (5) *The nominee purchaser shall not be liable under this section for any costs which a party to any proceedings under this Chapter before a leasehold valuation tribunal incurs in connection with the proceedings.*
- (6)
- (7)

The Tribunal's findings

General

13. The Tribunal makes the following general findings about costs which are payable by a nominee purchaser under section 33 of the 1993 Act :
- a. in the first place, section 33 does not seek to limit those costs which are payable by a landlord in relation to an enfranchisement, but seeks only to identify such of those costs which are payable by the nominee purchaser
 - b. in the second place, it would have been very easy for Parliament to have provided for the Applicant to have been liable for all the Respondent's costs, and then on an indemnity basis, if that had been Parliament's intention
 - c. in the third place, and on the contrary, subsection 33(1) provides only that the Applicant is to be liable for :
 - reasonable costs
 - of and incidental to the specific matters set out in sub-paragraphs (a) to (e)
 - to the extent that they have been incurred by the landlord in pursuance of the initial notice under section 13 of the 1993 Act
 - d. in the fourth place, the test of reasonableness is that set out in subsection 33(2)
 - e. in the fifth place, the list of specific matters set out in sub-paragraphs (a) to (e) is exhaustive, so that if an item of costs does not relate to one of those matters it is not payable by the nominee purchaser, whether or not the item of costs is reasonable
 - f. in the sixth place, an item of costs which has not been incurred in pursuance of the initial notice is not payable by the nominee purchaser, whether or not the item of costs is reasonable, and whether or not it relates to one of the specific matters set out in sub-paragraphs (a) to (e)
 - g. in the seventh place, the references in section 33 of the 1993 Act to "a notice.....given under section 13" and "the notice", respectively, are references to a *valid* notice under section 13, and an item of costs which has been incurred in relation to an *invalid* notice *purportedly* given under section 13 is not payable by the nominee purchaser under section 33, whether or not the item of costs is reasonable, and whether or not it relates to one of the specific matters set out in sub-paragraphs (a) to (e)

Charging basis

14. The Applicant/Landlord's schedule of costs bears a footnote that :
- a. time had been charged in 6-minute units
 - b. the hourly rate was £215 to 14 July 2008 and £235 from 15 July 2008
 - c. all work had been undertaken by Adrian Falck, solicitor and partner from 1 July 2008
15. The Tribunal finds, from its collective knowledge and expertise in these matters, that :
- a. the claimed 6-minute charging unit was reasonable

- b. the hourly rates claimed were reasonable, but only on the basis that, and to the extent that, the work was undertaken by a senior solicitor with expertise in enfranchisement matters under the 1993 Act

16. There is no evidence before the Tribunal about whether or not the Applicant/Landlord is registered for VAT, but, if not, then VAT will be added to the figures found by the Tribunal to be payable by the nominee purchaser

Party liable for costs under section 33 of the 1993 Act

17. The Tribunal finds that :

- a. the Applicant/Landlord's application names the Respondent/Leaseholders as respondents to the application, and seeks a determination about "the contribution towards costs payable by the Lessees"
- b. however, the party liable for costs under section 33 of the 1993 Act is the "nominee purchaser"
- c. the initial notice dated 4 February 2008 named the nominee purchaser as Ashford Property Developments Limited
- d. any costs found by the Tribunal to be payable under section 33 of the 1993 Act are payable by Ashford Property Developments Limited accordingly

Costs incurred pursuant to the initial notices 5 November 2007 and 4 February 2008

18. The Tribunal finds that :

- a. the Applicant/Landlord challenged the validity of the notice dated 5 November 2007
- b. the Respondent/Leaseholders, by serving the notice dated 4 February 2008, accepted that invalidity
- c. the Applicant/Landlord, by serving the counternotice dated 1 April 2008, accepted the validity of the notice dated 4 February 2008
- d. costs incurred by a landlord in relation to an invalid notice are not payable by a nominee purchaser, for reasons already given
- e. however, the challenge to the validity of the notice dated 5 November 2007 was not because of a challenge to the substance of the notice, but because of a challenge to the way in which it had been signed
- f. costs which were incurred by the Applicant/Landlord pursuant to the notice dated 5 November 2007, and which did not relate to its invalidity, would accordingly have been incurred if the notice had been valid in any event, because the two notices were in the same terms
- g. those costs are accordingly payable in principle by the nominee purchaser under section 33 of the 1993 Act as costs pursuant to a notice under section 13 of the 1993 Act, because they would have been incurred pursuant to the notice dated 4 February 2008 if they had not already been incurred pursuant to the notice dated 5 November 2007, but only to the extent that :
 - those costs otherwise fall to be payable under section 33

- they are not duplicated by costs actually incurred pursuant to the notice dated 4 February 2008

Preston Redman's fees

12/11/2007 considering initial notice and client's papers

19. The Tribunal finds that :

- a. this is a matter in respect of which costs are payable in principle under section 33(1)(a) of the 1993 Act
- b. the amount of work carried out, and the costs claimed for that work, are reasonable, but only on the basis that the amount of work carried out includes the consideration of the question whether the notice dated 5 November 2007 had been correctly signed
- c. although the costs were technically incurred in pursuance of the notice dated 5 November 2007, they are payable as if they had been incurred pursuant to the notice dated 4 February 2008, for reasons already given
- d. the nominee purchaser is liable for this item

12/11/2007 JCB (partner for client) discussing validity/procedure

20. The Tribunal finds that :

- a. this is not a specific matter listed in subsection 33(1) in respect of which the nominee purchaser is liable for the Respondent's costs
- b. it is not "of or incidental to" any of those matters
- c. in any event, it is not reasonable for the purposes of section 33(2) for the nominee purchaser to pay anything under this heading in the light of the Tribunal's finding that the Applicant/Landlord's hourly rates claimed are reasonable only on the basis that, and to the extent that, the work was undertaken by a senior solicitor with expertise in enfranchisement matters under the 1993 Act
- d. the nominee purchaser is not liable for this item

12/11/2007 GB valuer confirming fees and availability

21. The Tribunal finds that :

- a. this is a matter in respect of which costs are payable in principle under section 33(1)(d) of the 1993 Act
- b. the amount of work carried out, and the costs claimed for that work, are reasonable
- c. although the costs were technically incurred in pursuance of the notice dated 5 November 2007, they are payable as if they had been incurred pursuant to the notice dated 4 February 2008, for reasons already given
- d. the nominee purchaser is liable for this item

14/11/2007 GB inst to proceed; CM req further info

22. The Tribunal finds that :

- a. the item “GB inst to proceed” is a matter in respect of which costs are payable in principle under section 33(1)(d) of the 1993 Act
- b. the amount of work carried out, and the costs claimed for that work, are reasonable
- c. although the costs were technically incurred in pursuance of the notice dated 5 November 2007, they are payable as if they had been incurred pursuant to the notice dated 4 February 2008, for reasons already given
- d. the nominee purchaser is liable for this item

23. The Tribunal finds that :

- a. there is no evidence before the Tribunal that the item “CM req further info” is a specific matter listed in subsection 33(1) in respect of which the nominee purchaser is liable for the Respondent’s costs
- b. there is no evidence that it is “of or incidental to” any of those matters
- c. the nominee purchaser is not liable for this item

14/11/2007 long letter to client setting out initial advice

24. The Tribunal finds that :

- a. this is a matter in respect of which costs are payable in principle under section 33(1)(a) of the 1993 Act
- b. the amount of work carried out, and the costs claimed for that work, are reasonable
- c. although the costs were technically incurred in pursuance of the notice dated 5 November 2007, they are payable as if they had been incurred pursuant to the notice dated 4 February 2008, for reasons already given
- d. the nominee purchaser is liable for this item

17/12/2007 CM ack deduction of title; GB copy leases

25. The Tribunal finds that :

- a. the item “CM ack deduction of title” is a matter in respect of which costs are payable in principle under section 33(1)(b) of the 1993 Act
- b. the amount of work carried out, and the costs claimed for that work, are reasonable
- c. although the costs were technically incurred in pursuance of the notice dated 5 November 2007, they are payable as if they had been incurred pursuant to the notice dated 4 February 2008, for reasons already given
- d. the nominee purchaser is liable for this item

26. The Tribunal finds that :

- a. the item “GB leases” implies that copies of the leases were sent to Geoffrey Bevans Professional on that date

- b. there is no evidence or explanation why they were not sent, or could not have been sent, with the instruction to Geoffrey Bevans Professional to proceed on 14 November 2007, the costs of which have been allowed by the Tribunal
- c. it is not reasonable for the purposes of section 33(2) for the nominee purchaser to be liable for the costs of both letters to Geoffrey Bevans Professional
- d. the nominee purchaser is not liable for this item

17/12/2007 GB copy leases and chaser

27. The Tribunal finds that :

- a. this is a matter in respect of which costs are payable in principle under section 33(1)(a) of the 1993 Act
- b. the amount of work carried out, and the costs claimed for that work, are reasonable
- c. although the costs were technically incurred in pursuance of the notice dated 5 November 2007, they are payable as if they had been incurred pursuant to the notice dated 4 February 2008, for reasons already given
- d. the nominee purchaser is liable for this item

18/12/2007 GB valuation advice

28. The Tribunal finds that :

- a. it is not reasonable for the purposes of section 33(2) for the nominee purchaser to be liable for the costs of a telephone call with valuation advice from Geoffrey Bevans Professional in addition to the cost of Geoffrey Bevans Professional's valuation report
- b. in any event, there is no evidence before the Tribunal that valuation advice between Geoffrey Bevans Professional and Preston Redman about the valuation, as distinct from a discussion between Geoffrey Bevans Professional and the Applicant/Landlord, was "of or incidental to" the valuation
- c. the nominee purchaser is not liable for this item

27/12/2007 client copy GB report

29. The Tribunal finds that :

- a. this is a matter in respect of which costs are payable in principle under section 33(1)(d) of the 1993 Act
- b. the amount of work carried out, and the costs claimed for that work, are reasonable
- c. although the costs were technically incurred in pursuance of the notice dated 5 November 2007, they are payable as if they had been incurred pursuant to the notice dated 4 February 2008, for reasons already given
- d. the nominee purchaser is liable for this item

31/12/2007 *client instr serve c/n*

30. The Tribunal finds that :

- a. this is not a specific matter listed in subsection 33(1) in respect of which the nominee purchaser is liable for the Applicant/Landlord's costs
- b. the cost of this item cannot be "of or incidental to" any investigation referred to in subsection 33(1)(a) because by its very nature the counter-notice can be served only after that investigation
- c. it is not "of or incidental to" any of the other matters referred to in subsection 33(1)
- d. the nominee purchaser is not liable for this item

02/01/2007 *considering initial notice, incl law on signature, drafting c/n, drafting transfer*

31. The Tribunal finds that :

- a. the Tribunal has already allowed a reasonable sum for the items "considering initial notice" and "law on signature" in relation to the item claimed in that respect on 12 November 2007
- b. the nominee purchaser is not liable for this item in addition to the item claimed on 12 November 2007

32. Tribunal finds that :

- a. the item "drafting c/n" is not a specific matter listed in subsection 33(1) in respect of which the nominee purchaser is liable for the Respondent's costs
- b. the cost of this item cannot be "of or incidental to" any investigation referred to in subsection 33(1)(a) because by its very nature the counter-notice can be served only after that investigation
- c. it is not "of or incidental to" any of the other matters referred to in subsection 33(1)
- d. the nominee purchaser is not liable for this item

33. The Tribunal finds that :

- a. the item "drafting transfer" is a matter in respect of which costs are payable in principle under section 33(1)(e) of the 1993 Act
- b. from the Tribunal's knowledge and expertise in these matters, and having regard to the length of the draft transfer in the papers before the Tribunal, a reasonable number of charging units for this item for the purposes of section 33(2) of the 1993 Act would have been 10
- c. although the costs were technically incurred in pursuance of the notice dated 5 November 2007, they are payable as if they had been incurred pursuant to the notice dated 4 February 2008, for reasons already given
- d. the nominee purchaser is liable for 10 charging units in respect of this item

02/01/2008 additional time initial notice and c/n

34. The Tribunal notes and accepts that the Applicant/Landlord has not sought to claim any liability on the part of the nominee purchaser in respect of this item

02/01/2008 CM, client, GB reject initial notice and serve c/n

35. The Tribunal finds that :

- a. these items are not specific matters listed in subsection 33(1) in respect of which the nominee purchaser is liable for the Applicant/Landlord's costs
- b. the cost of these items cannot be "of or incidental to" any investigation referred to in subsection 33(1)(a) because by its very nature the counter-notice can be served only after that investigation
- c. they are not "of or incidental to" any of the other matters referred to in subsection 33(1)
- d. the nominee purchaser is not liable for these items

02/01/2008 client inst on potential invalidity of initial notice

36. The Tribunal finds that :

- a. this is not a specific matter listed in subsection 33(1) in respect of which the nominee purchaser is liable for the Applicant/Landlord's costs
- b. the cost of this item cannot be "of or incidental to" any investigation referred to in subsection 33(1)(a) because by its very nature the taking of instructions can take place only after that investigation
- c. it is not "of or incidental to" any of the other matters referred to in subsection 33(1)
- d. in any event, it is not reasonable for the purposes of section 33(2) of the 1993 Act for the nominee purchaser to be liable for the costs claimed in this respect
- e. the nominee purchaser is not liable for this item

03/01/2008 GB query garden land rear flat 1

37. The Tribunal finds that :

- a. this is a matter in respect of which costs are payable in principle under section 33(1)(d) of the 1993 Act
- b. the amount of work carried out, and the costs claimed for that work, are reasonable
- c. although the costs were technically incurred in pursuance of the notice dated 5 November 2007, they are payable as if they had been incurred pursuant to the notice dated 4 February 2008, for reasons already given
- d. the nominee purchaser is liable for this item

03/01/2008 *discuss with JCB*

38. The Tribunal finds that :

- a. this is not a specific matter listed in subsection 33(1) in respect of which the nominee purchaser is liable for the Respondent's costs
- b. it is not "of or incidental to" any of those matters
- c. in any event, it is not reasonable for the purposes of section 33(2) for the nominee purchaser to pay anything under this heading in the light of the Tribunal's finding that the Applicant/Landlord's hourly rates claimed are reasonable only on the basis that, and to the extent that, the work was undertaken by a senior solicitor with expertise in enfranchisement matters under the 1993 Act
- d. the nominee purchaser is not liable for this item

08/01/2008 *client no progress yet*

39. The Tribunal finds that :

- a. this is not a specific matter listed in subsection 33(1) in respect of which the nominee purchaser is liable for the Respondent's costs
- b. it is not "of or incidental to" any of those matters
- c. in any event, it is not reasonable for the purposes of section 33(2) for the nominee purchaser to pay anything under this heading
- d. the nominee purchaser is not liable for this item

25/01/2008 *CM chaser*

40. The Tribunal finds that :

- a. this is not a specific matter listed in subsection 33(1) in respect of which the nominee purchaser is liable for the Respondent's costs
- b. it is not "of or incidental to" any of those matters
- c. in any event, it is not reasonable for the purposes of section 33(2) for the nominee purchaser to pay anything under this heading
- d. the nominee purchaser is not liable for this item

28/01/2008 *RD request client deeds*

41. The Tribunal finds that :

- a. this is a matter in respect of which costs are payable in principle under section 33(1)(b) of the 1993 Act
- b. the amount of work carried out, and the costs claimed for that work, are reasonable
- c. although the costs were technically incurred in pursuance of the notice dated 5 November 2007, they are payable as if they had been incurred pursuant to the notice

dated 4 February 2008, for reasons already given

- d. the nominee purchaser is liable for this item

30/01/2008 RD request details client's lender

42. The Tribunal finds that :

- a. this is a matter in respect of which costs are payable in principle under section 33(1)(b) of the 1993 Act
- b. the amount of work carried out, and the costs claimed for that work, are reasonable
- c. although the costs were technically incurred in pursuance of the notice dated 5 November 2007, they are payable as if they had been incurred pursuant to the notice dated 4 February 2008, for reasons already given
- d. the nominee purchaser is liable for this item

01/02/2008 Barclays req deeds; RD ack assistance

43. The Tribunal finds that :

- a. these are matters in respect of which costs are payable in principle under section 33(1)(a) of the 1993 Act
- b. the amount of work carried out, and the costs claimed for that work, are reasonable
- c. although the costs were technically incurred in pursuance of the notice dated 5 November 2007, they are payable as if they had been incurred pursuant to the notice dated 4 February 2008, for reasons already given
- d. the nominee purchaser is liable for these items

07/02/2008 amending c/n

44. The Tribunal finds that :

- a. this is not a specific matter listed in subsection 33(1) in respect of which the nominee purchaser is liable for the Applicant/Landlord's costs
- b. the cost of this item cannot be "of or incidental to" any investigation referred to in subsection 33(1)(a) because by its very nature the counter-notice can be served only after that investigation
- c. it is not "of or incidental to" any of the other matters referred to in subsection 33(1)
- d. the nominee purchaser is not liable for this item

07/02/2008 client, CM and GB service fresh notice

45. The Tribunal finds that :

- a. the Tribunal has already allowed a reasonable sum for correspondence with the Applicant/Landlord, Coles Miller and Geoffrey Bevans Professional in relation to the

notice dated 5 November 2007

- b. the nominee purchaser is not liable for these items in addition to the items previously claimed

12/02/2008 client reservice c/n

46. The Tribunal finds that :

- a. this is not a specific matter listed in subsection 33(1) in respect of which the nominee purchaser is liable for the Applicant/Landlord's costs
- b. the cost of this item cannot be "of or incidental to" any investigation referred to in subsection 33(1)(a) because by its very nature the counter-notice can be served only after that investigation
- c. it is not "of or incidental to" any of the other matters referred to in subsection 33(1)
- d. the nominee purchaser is not liable for this item

12/02/2008 CM and GB service c/n

47. The Tribunal finds that :

- a. this is not a specific matter listed in subsection 33(1) in respect of which the nominee purchaser is liable for the Applicant/Landlord's costs
- b. the cost of this item cannot be "of or incidental to" any investigation referred to in subsection 33(1)(a) because by its very nature the counter-notice can be served only after that investigation
- c. it is not "of or incidental to" any of the other matters referred to in subsection 33(1)
- d. the nominee purchaser is not liable for this item

25/02/2008 unilateral notice and advising client

48. The Tribunal finds that :

- a. there is no evidence before the Tribunal that this is a specific matter listed in subsection 33(1) in respect of which the nominee purchaser is liable for the Respondent's costs
- b. there is no evidence before the Tribunal that it is "of or incidental to" any of those matters
- c. the nominee purchaser is not liable for this item

18/06/2008 Barclays returning deeds

49. The Tribunal finds that :

- a. this is a matter in respect of which costs are payable in principle under section 33(1)(b) of the 1993 Act

- b. the amount of work carried out, and the costs claimed for that work, are reasonable
- c. the nominee purchaser is liable for this item

18/06/2008 to 20/02/2009 GB no progress; CM chasing transfer; GB lessees not responding; CM chasing response; CM chasing update; CM chasing response about withdrawal

50. The Tribunal finds that :

- a. these items are not specific matters listed in subsection 33(1) in respect of which the nominee purchaser is liable for the Applicant/Landlord's costs
- b. they are not "of or incidental to" any of the other matters referred to in subsection 33(1)
- c. the nominee purchaser is not liable for these items

Summary of Tribunal's findings in relation to Preston Redman's fees

51. The amount for which the nominee purchaser is liable under section 33 of the 1993 Act in relation to Preston Redman's fees is £602, as summarised in the Appendix to these reasons

Office copy entries £12.00

52. The Tribunal finds that :

- a. this is a matter in respect of which costs are payable under section 33(1)(b) and (c) of the 1993 Act
- b. the nominee purchaser is liable for this item

Geoffrey Bevans Professional's fees £750.00 plus VAT

53. The Tribunal finds that :

- a. this is a matter in respect of which costs are payable in principle under section 33(1)(d) of the 1993 Act
- b. the amount of work carried out, the hourly rate, and the costs claimed for that work, all as set out in the letter from Geoffrey Bevans Professional dated 2 March 2010, are reasonable
- c. although the costs were technically incurred in pursuance of the notice dated 5 November 2007, they are payable as if they had been incurred pursuant to the notice dated 4 February 2008, for reasons already given
- d. the nominee purchaser is liable for this item

Summary of Tribunal's findings

54. The nominee purchaser's liability for the Applicant/Landlord's costs for the purposes of section 33 of the 1993 Act is £1,364.00, made up as follows :

a. Preston Redman	£602.00
b. office copies	£12.00
c. Geoffrey Bevans Professional	<u>£750.00</u>
d. total	<u>£1,364.00</u>

55. If appropriate, VAT is payable in addition

Dated 11 June 2010



.....
P R Boardman
(Chairman)

A Member of the Tribunal
appointed by the Lord Chancellor

RESIDENTIAL PROPERTY TRIBUNAL SERVICE
SOUTHERN RENT ASSESSMENT PANEL
LEASEHOLD VALUATION TRIBUNAL

Case No. CHI/00HN/OC9/2010/0002

6 Queensland Road, Bournemouth, Dorset, BH5 2AB

Appendix

Summary of Tribunal's findings in relation to Preston Redman's fees

6 Queensland Road Appendix

Date	Activity	description	units	amount	Paragraphs of Tribunal's reasons	units	amount	
12/11/2007	preparation/perusal	considering initial notice and client's papers	5	107.50		19	5	107.50
12/11/2007	attendance	JCB (partner for client) discussing validity/procedure	2	43.00		20	0	0.00
12/11/2007	telephone out	GB valuer confirming fees and availability	1	21.50		21	1	21.50
14/11/2007	letters out	GB inst to proceed; CM req further info	2	43.00		22, 23	1	21.50
14/11/2007	drafting/checking	long letter to client setting out initial advice	2	43.00		24	2	43.00
17/12/2007	letters out	CM ack deduction of title; GB copy leases	2	43.00		25, 26	1	21.50
17/12/2007	telephone in	GB copy leases and chaser	1	21.50		27	1	21.50
18/12/2007	telephone in	GB valuation advice	1	21.50		28	0	0.00
27/12/2007	letters out	client copy GB report	1	21.50		29	1	21.50
31/12/2007	telephone in	client instr serve c/n	2	43.00		30	0	0.00
02/01/2007	drafting/checking	considering initial notice, incl law on signature, drafting c/n				31,32	0	0.00
		drafting transfer	35	752.50		33	10	215.00
02/01/2008	non chargeable	additional time initial notice and c/n	15	0.00		34	0	0.00
02/01/2008	letters out	CM, client, GB reject initial notice and serve c/n	3	64.50		35	0	0.00
02/01/2008	telephone out	client inst on potential invalidity of initial notice	1	21.50		36	0	0.00
03/01/2008	telephone out	GB query garden land rear flat 1	1	21.50		37	1	21.50
03/01/2008	attendance	discuss with JCB	1	21.50		38	0	0.00
08/01/2008	telephone in	client no progress yet	1	21.50		39	0	0.00
25/01/2008	letters out	CM chaser	1	21.50		40	0	0.00
28/01/2008	letters out	RD request client deeds	1	21.50		41	1	21.50
30/01/2008	letters out	RD request details client's lender	1	21.50		42	1	21.50
01/02/2008	letters out	Barclays req deeds; RD ack assistance	2	43.00		43	2	43.00
07/02/2008	drafting/checking	amending c/n	2	43.00		44	0	0.00
07/02/2008	letters out	client, CM and GB service fresh notice	3	64.50		45	0	0.00
12/02/2008	telephone in	client reservice c/n	1	21.50		46	0	0.00
12/02/2008	letters out	CM and GB service c/n	2	43.00		47	0	0.00
25/02/2008	drafting/checking	unilateral notice and advising client	1	21.50		48	0	0.00
18/06/2008	letters out	Barclays returning deeds	1	21.50		49	1	21.50
18/12/2008	e-mail, letters out	GB no progress; CM chasing transfer; GB t's not responding				50	0	0.00
to	telephone in, attendance	CM chasing response, CM chasing update				50	0	0.00
20/02/2009	telephone out	CM chasing response about withdrawal	6	141.00		50	0	0.00
		totals	97	1775.00			28	602.00